
RENTAL OF ARMORIES/READINESS CENTERS

By Order of the Governor:

MASON C. WHITNEY, Maj. Gen., COANG
The Adjutant General

History: This publication was originally an Army National Guard Pamphlet for rental of armories.

Supplementation: Local supplements to the pamphlet are not authorized without prior approval of DMVA.

Summary: This pamphlet establishes policies and procedures for rental of Department of Military and Veterans Affairs (DMVA) real property. It provides necessary forms and instructions for outside groups and agencies to use state owned DMVA facilities.

Suggested Improvements: Comments or suggestions for improvement of this pamphlet should be sent to the Colorado Department of Military and Veterans Affairs, ATTN: CO-DAG, 6848 S. Revere Parkway, Centennial, Colorado 80112.

Applicability: This pamphlet applies to all DMVA facilities that can be made available for public use. This includes armories/readiness centers not located on a federal installation.

Distribution and Restrictions: Each major subordinate command and each armory. Local reproduction authorized. Public release authorized. Web publishing authorized.

Proponent: The proponent agency for this pamphlet is the DMVA, office of the Deputy Director.

This pamphlet supersedes all Colorado National Guard guidance on rental of armories/readiness centers dated prior to 1 July 2003.

**STATE OF COLORADO
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
6848 SOUTH REVERE PARKWAY, CENTENNIAL, COLORADO 80112-6709**

1 July 2003

ARMORIES/READINESS CENTER RENTAL PROGRAM

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CHAPTER I

GENERAL PROVISIONS

1-1. Purpose:

This pamphlet:

a. Prescribes the policies and procedures for rental/use of DMVA facilities within the State of Colorado. It establishes responsibilities and fees where applicable.

b. Provides necessary forms and instructions for use of DMVA facilities.

1-2. References:

Colorado Revised Statutes 28-3-106 NGR 600-23/ANGR 30-12, dated 30 Dec 74.
TITLE IV of the Civil Rights Act of 1964.

1-3. Definitions:

a. Permitter. The Colorado Department of Military and Veterans Affairs.

b. Renter. The agency renting the facility.

c. Armory/Readiness Center. A facility owned by the State of Colorado primarily for the use of National Guard units.

d. **Building Manager.** Normally the senior full-time person at an armory/readiness center appointed by unit commander.

e. COARNG. Colorado Army National Guard

f. COANG. Colorado Air National Guard

g. DMVA. Department of Military and Veterans Affairs

h. DAG. Deputy Director

i. **FMO. Facilities Management Officer**

j. POMSO. Plans Operations Military Support Officer

k. Charitable/community activity. An activity or event that benefits the community at large and for which the organization or individual hosting the event receives no profit. Examples are a polling/voting place or immunization center.

l. Fund raiser/for profit activity. An activity or event that raises funds or provides a profit. The organization or individual may be registered as a non-profit, but still be raising funds.

1-4. Policy:

a. The State of Colorado owns and operates the armories/readiness centers (listed at Appendix D) for the primary purpose of the National Guard. As State buildings, they are also available to the public or to private individuals so long as such use does not interfere with the primary purpose and so long as the State is reimbursed for operating costs. Readiness Centers will not be rented or used if the use will interfere with the mission of the Colorado Army National Guard or the Department of Military and Veterans Affairs. Care must be exercised in determining the use of the armory so as to avoid offending neighbors or the public at large. In general, armories/readiness centers will not be used for radical groups, religious gatherings, gun shows or other activities that might offend or generate public outcry. If doubt exists, contact the Deputy Director, Department of Military and Veterans Affairs, for guidance.

(1) **The State must recover the cost of operating the armory if private or public use extends beyond normal operating hours. Failure to recover operating costs results in an unfair State subsidy to the organization using the facility.**

(2) The State cannot appear to be partial in determining use among authorized public or private groups or individuals. Therefore, a "first come first served" priority

will be used.

b. There are three types of facility rental programs offered by the Department of Military and Veterans Affairs.

(1) Rentals. State owned readiness centers and their surrounding property may be approved for rental for a fee to either non-profit or profit making organizations or individuals.

(2) Charitable or Community Relations Activities. Facilities may also be used at reduced charge for Charitable or Community Relation Activities sponsored by an individual or organization. Examples of Community Relations Activities are community immunization programs, voter education programs or voting. Any Charitable/Community Relations Activity must be approved through our Community Relations Team / Plans Operations Military Support Office (POMSO).

(3) In-Kind Assistance Activities. State owned readiness centers may also be rented in exchange for In-Kind Assistance Activities at no charge. Rental requests qualify for an In-Kind Assistance Activity when the requesting agency has performed a service at no charge for the Colorado Army National Guard or Department of Military and Veterans Affairs. An example of this activity is when the Guard uses a school's running track for physical training at no charge. In exchange, the school may use the center for cheerleading practice one night a week at no charge.

c. Fees collected from the rental program will be deposited in the Local Armory Incentive Plan Account maintained by the Department of Military and Veterans Affairs. These proceeds are to offset utilities and purchase custodial and building supplies and services. With specific approval of the DMVA Controller, other items can be purchased if they facilitate armory rentals.

d. No readiness center will be rented for a period of longer than three continuous days without the approval of the Department of Military and Veterans Affairs and ARNG Facilities Management Office. Requests for extended rentals will be forwarded to this Headquarters, ATTN: CO-DAG.

e. Exceptions. Any exceptions to these policies must be requested in writing and forwarded through the chain-of-command to this Headquarters, ATTN: CO-AEN for approval by the Department of Military and Veterans Affairs FMO or DAG. Each level of command must review and comment on the request. Requests for exceptions must arrive not later than thirty (30) days before the event to allow adequate time to evaluate the request.

CHAPTER 2 **FEES**

2-1. Fees:

a. Rental Fees. Rental fees apply only to the rental of the readiness center itself. There are two rates for the rental of readiness centers (See appendix D). All charges for rental of Readiness Centers will be by the hour not to exceed the daily (24 hour) fee. **Rental fees will be paid to Colorado Department of Military and Veterans Affairs using a check or money order. All rental fees should be mailed immediately to the Facilities Management Office, Department of Military and Veterans Affairs, 6848 S. Revere Parkway, Centennial, CO 80112** with an attached use agreement stating armory, date and time of use. (See Appendix A). FMO will deliver all funds to DMVA Accounting as soon as received. If the reservation is cancelled, the fees will be refunded by DMVA Accounting. The rental fees shown in Appendix D will apply.

(1) These fees may be reduced or waived only for approved In-Kind Assistance Activities.

b. Security Fees. The Building Manager or his/her representative will be present at all times when the readiness center and or its surrounding property is made available to the Renter after normal duty hours. The Renter shall make direct payment to the individual or individuals performing the security duty upon completion of the event. This fee may be waived for approved In-Kind Assistance. The following security personnel fees apply:

(1) Charitable/community activity
\$15.00 per hour

(2) Fund raiser/for profit activity
\$20.00 per hour

c. Janitorial Cleanup Fees. The Renter shall clean up the readiness center and its surrounding property (if used) after the rental or pay for having the facility/property cleaned. Cleaning shall include the assembly hall floor, entranceways and latrines, and any other specific areas rented (i.e., surrounding property), and they shall be cleaned to the satisfaction of the Building Manager. If the Renter does not desire to clean the facility, a \$75.00 janitorial fee shall be charged. The building manager may adjust the fee based on the type of activity and size of the rented space. The Building Manager shall then be responsible for cleaning the facility. The Building Manager will handle this fee and assure that the appropriate personnel receive payment for their services. This fee **may be waived** for approved In-Kind Assistance and Community Relations Activities.

d. Damage Deposit. The building manager shall decide if a damage deposit is required.

CHAPTER 3 PROCEDURES

3-1. General Procedures:

The following procedures apply to the use/rental of both the readiness center and the surrounding property.

a. Actions Prior to Rental: For each outside use, the Building Manager shall forward through the chain-of-command the following items to arrive at this Headquarters, ATTN: Facilities Management Office, **not later than twenty (20) days before the rental date** for review and approval.

(1) Completed Checklist

(2) Completed Agreement for Facilities Use/Rental. This form is mandatory for all use to include In-Kind Assistance and Community Relations Activities. If the fees are waived for any item, indicate that on the form.

(3) Proof of Insurance (copy of insurance policy). This requirement is mandatory for all use to include In-Kind Assistance and Community Relations Activities. The Renter shall obtain liability insurance for the event to be held in the National Guard facility and/or on its surrounding property, which shall insure the Colorado National Guard and the State of Colorado against any liability for injuries or damage sustained by individuals attending the events. The insurance shall be in the minimum amount of \$100,000 per person and \$300,000 per event. Otherwise the Renter must prove to the Colorado National Guard that it has general liability insurance that would protect the Guard and State from any such claims in the minimum amount of \$50,000 per person.

(4) Rental Fee. (If required)

(5) Authorization for Alcohol. If the consumption of alcohol is planned, the first general officer in the chain of command

must approve this action.

(6) Law and Order Proof. The Renter shall be required to show proof that they have contacted the local police or state police to have at least one officer of the law present for the entire affair for 100 to 200 people and two officers for over 200 people. Fees for this service shall be the Renter's responsibility with the respective police departments. The approving officer may decide if law enforcement must be present for events involving less than 100 people.

(7) Indemnification and Hold Harmless Statement. The Renter shall agree to indemnify and hold harmless the Colorado National Guard and the State of Colorado for any and all liability arising from the use of the Colorado National Guard facilities by the Renter and any of its members, guests or invitees.

b. The Building Manager shall:
collect and hold any security fee, damage deposit, or janitorial/cleanup fee that will be paid directly to any individual or returned to Renter until the rental or use is completed.

3.2 Building Manager Responsibilities

a. Actions on Last Day of Rental:
The same day the use is completed, the Building Manager shall inspect the grounds and facility with the Renter for cleanliness and any damage(s). He/she will then call and notify the Facilities Office (303-677-8929) of the facility condition.

(1) If everything is in order, the Building Manager shall return the damage deposit to the Renter (if applicable.) If there are any problems, the Building Manager shall assess the damage and discuss the situation with members of the Facilities Office immediately to determine how to address the situation.

(2) The Building manager shall verify service was rendered and then disperse any fees collected for

janitorial/cleanup and security directly to the appropriate individuals.

(3) The Building Manager shall complete, sign, and fax the closeout portion of the Readiness Center Use Program Checklist to the Facilities Office (303-677-8929) to close out the use/rental within 7 days.

Appendix A

USE AGREEMENT

1. The undersigned, as authorized representatives for _____
hereby agree to rent certain portions of the following location:
 - a. Location: _____
 - b. Date and Time of Rental: _____
 - c. Portions of Readiness Center (specify): _____
 - d. Rental Fee: _____
2. Written notice will be furnished to terminate this contract. The Department of Military and Veterans Affairs reserves the right to terminate this contract at any time for utilization in official business.
3. Alcohol will not be sold or otherwise dispensed on the rented premises unless authorized by a General Officer.
4. The renter will not engage in, sponsor, or conduct any activities that violate State or local law while on the rented premises.
5. The renter is liable for any damage, destruction, or theft of State, Federal or personal property in or around the rental premises during time of rental even if the renter's occupancy or activities do not directly cause the damage.
6. The State of Colorado is not liable for any theft, damage, or destruction to private property, or bodily injury occurring as a result of the renter's occupancy or activities on the rented premises.
7. The renter will pay additional charges for the use of the Armory on weekends or after normal working hours since a National Guard representative must be present during time of rental.
8. The renter will comply with the provisions of Title VI of the Civil Rights Act of 1964 and NGR 24\ANGR 30-121, dated 30 March 1966, "Nondiscrimination in Federally Assisted Program," in connection with its use of the rented space. Admission, participation, seating of participants and spectators, and the use of all rented facilities during exhibit, competition, entertainment, or other public event conducted or sponsored by the renter under this rental agreement will be without regard to race, color, or national origin. Any persons not associated with the organization may be denied admissions whenever the attendance at the event is limited to the membership of a particular organization that does not base membership upon race, color, or national origin.
9. Payment of rental will be paid in advance and made out to the "Colorado Department of Military and Veterans Affairs."
10. A Certificate of Insurance for a minimum coverage of \$100,000 per person and \$300,000 per event will be maintained during the entire period of the rental.

IT IS FURTHER AGREED AND UNDERSTOOD THAT in the event of any violation of the above conditions, the Adjutant General of the State of Colorado, or his duly authorized representatives, shall have the right to re enter and repossess the rented premises, using such force as is reasonably necessary to effect re entry and repossession.

Renter (print)

Signature Date

Building Manager (print)

Signature Date

CF: CO-AEN

Appendix B

INDEMNIFICATION AND HOLD HARMLESS STATEMENT

(Renter Name)

(Renter Address)

HEREBY JOINTLY AND SEVERALLY AGREES TO INDEMNIFY AND HOLD HARMLESS
THE UNITED STATES OF AMERICA, THE STATE OF COLORADO, AND THE
COLORADO NATIONAL GUARD, AS WELL AS ALL AGENTS AND OFFICIALS:
THEREOF, OF AND FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION
AND JUDGEMENTS, AND ALL EXPENSES (INCLUDING ATTORNEY FEES)
INCURRED IN CONNECTION THEREWITH, FOR DEATH OR ANY INJURIES TO
PERSONS OR FOR LOSS OF OR DAMAGE TO PROPERTY ARISING OUT OF OR IN
CONNECTION WITH THE USE OF ANY PROPERTY OWNED BY THE COLORADO
DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

IN THE EVENT ANY SUCH CLAIMS ARE MADE OR SUITS ARE FILED,

(Renter Name)

SHALL GIVE THE COLORADO DEPARTMENT OF MILITARY AND VETERANS AFFAIRS
PROMPT WRITTEN NOTICE THEREOF.

IN WITNESS WHEREOF, THE UNDERSIGNED ENTERED INTO THIS INDEMNIFICATION
AND HOLD HARMLESS AGREEMENT THIS _____ DAY OF _____, _____.

(Printed Name)

Copy Furnish: CO-AEN

(Signature)

Appendix C

READINESS CENTER USE PROGRAM CHECKLIST

For: Headquarters, Colorado Department of Military and Veterans Affairs, ATTN:
CO-DAG

This checklist is submitted for the rental of
the _____
(Readiness Center)

by _____ during the period _____
(Renter) (From) (To)

To be forwarded NLT (no later than) twenty days prior to the event:

	Yes	No	NA
Completed Rental Agreement.	___	___	___
Proof of Insurance.	___	___	___
Rental Fee.	___	___	___
Damage Deposit.	___	___	___
Authorization for Alcohol.	___	___	___
Law and Order Proof.	___	___	___
Indemnification and Hold Harmless Statement.	___	___	___

(Signature of Building Manager)

(Date)

To be forwarded to Accounting following event completion:

Security Fee paid to individual(s).	___	___	___
Janitorial Fee paid to individual(s).	___	___	___
Facilities and Surrounding Property acceptable.	___	___	___

If no, explain: _____

Should facility be rented to this organization in the future? _____

(Signature of Building Manager)

(Date)

CF: CO-AEN

Appendix D

ARMORY RENTAL RATES (\$ Per Hour/\$ Per Day – DOES NOT INCLUDE SECURITY HOURLY FEE)

ARMORY	CHARITABLE/ COMMUNITY		FUND RAISER/PROFIT MAKING	
	\$ Per Hour	\$ Per Day	\$ Per Hour	\$ Per Day
Aurora Armory	\$6	\$72	\$10	\$96
Boulder Armory	\$6	\$72	\$10	\$96
Canon City Armory	\$6	\$72	\$10	\$96
Centennial/STARC Headquarters	N/A		N/A	
Armory	\$6	\$72	\$10	\$96
Auditorium	\$12	\$144	\$20	\$192
Colorado Springs Armory	\$6	\$72	\$10	\$96
Denver Armory	\$12	\$144	\$20	\$192
Durango Armory	\$6	\$72	\$10	\$96
Fort Collins Armory	\$6	\$72	\$10	\$96
Grand Junction Armory	\$6	\$72	\$10	\$96
Longmont Armory	\$6	\$72	\$10	\$96
Montrose Armory	\$6	\$72	\$10	\$96
Pueblo Armory	\$6	\$72	\$10	\$96
Sterling Armory	\$6	\$72	\$10	\$96
Watkins Armory	\$12	\$144	\$20	\$192